

20406

MORTGAGE.

STATUTORY.

U. S. Swarm

twf

TO

L. B. Doming

STATE OF ILLINOIS,

Livingston.

SS.

No.

County of

This instrument was filed for Record in the Recorder's office of Livingston County

of aforesaid, on the 19 day of

June A. D. 1907 at 8

o'clock A. M., and Recorded in Book 83

of Mtgs. on page 449

Erastus Hoobler

Recorder.

Record and mail

L. B. Doming
Fairbury
Ill

BLADE PRINT, FAIRBURY, ILL.

THIS Indenture, Witnesseth, That the Mortgagor

U. S. Swann and Kathi M. Swann
 of *Fairbury* in the County of *Livingston*
 and State of *Illinois*

MORTGAGE and WARRANT to

of *Fairbury*, County of *Livingston*
 and State of *Illinois*

to secure payment of *one* certain

promissory note executed by *Mortgagors*

bearing even date herewith, payable to the order of *L. B. Downing* Five
 years after date with interest from date
 at six per cent per annum payable an-
 nually and for the sum of *One Thou-*
sand Dollars, all payable at the *Fair-*
bury Bank in Fairbury, Ill. Premises
 to be kept insured with loss if any pay-
 able to mortgagee.

the following described real estate, to-wit:

Commencing at a
Point One Hundred Fifty (150) feet north
of the South West corner of Block
No Nine (9) of Patton's Addition to
the Town of Fairbury and running
thence North Fifty (50) feet, thence East
One Hundred Seventy-five (175) feet
thence South Fifty (50) feet thence West
One Hundred Seventy-five (175) feet to
Place of beginning

situated in the County of *Livingston* in the State of Illinois, hereby releasing and waiving all rights under and
 by virtue of the Homestead Exemption laws of the State of Illinois, and all right to retain possession of said premises after any default in
 payment or breach of any of the covenants or agreements herein contained.

BUT IT IS EXPRESSLY PROVIDED AND AGREED, That if default be made in the payment of the said promissory note or of any
 part thereof, or the interest thereon or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of
 waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then
 and in such case, the whole of said principal and interest, secured by the said promissory note in this Mortgage mentioned, shall there-
 upon, at the option of the said Mortgagee, *his* heirs, executors, administrators, attorneys or assigns, become immediately due and pay-
 able; and this Mortgage may be immediately foreclosed to pay the same by said Mortgagee *his* heirs, executors, administrators,
 attorneys or assigns; and it shall be lawful for the said Mortgagee, *his* heirs, executors, administrators, attorneys or assigns to enter
 into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

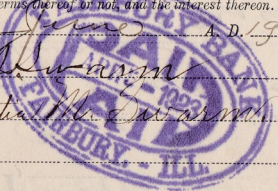
Upon the filing of any bill to foreclose this Mortgage in any Court having jurisdiction thereof, such Court may appoint

or any proper person receiver, with power to collect the rents, issues and profits arising
 out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made
 under any decree foreclosing this Mortgage shall expire, and such rents, issues and profits, when collected may be applied toward the pay-
 ment of the indebtedness and costs herein mentioned and described. And upon the foreclosure and sale of said premises, there shall be first
 paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and *Fifty*
 dollars attorney's or solicitor's fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there
 shall be paid the principal of said note whether due and payable by the terms thereof or not and the interest thereon.

Dated this *12th* day of *June* A. D. 1907

U. S. Swann
Kathi M. Swann

SEAL
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State of Illinois
Livingston COUNTY

ss.

I, Herbert Powell

A Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY That U.S. Swarn and
Hattie M. Swarn

his wife

personally known to me to be the same persons whose names are subscribed to the foregoing
Instrument, appeared before me this day in person, and acknowledged that They signed, sealed and
delivered the said Instrument as their free and voluntary act for the uses and purposes therein
set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial seal, this 18

day of June A. D. 1902

Herbert Powell
Notary Public



